

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FAIRLY ODD TREASURES, LLC,

Plaintiff,

v.

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No.: 1:20-cv-01488

Judge Jorge L. Alonso

Magistrate Judge Jeffery Cole

FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff, FAIRLY ODD TREASURES, LLC (“FOT” or “Plaintiff”), against the defendants identified in the attached First Amended Schedule A and online marketplace accounts (collectively, the “Defendant Internet Stores”), and FOT having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by FOT, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

FOT having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit versions of Plaintiff’s trademark. *See* Docket No. 14 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the MR. BANANA trademark, which is covered by U.S. Trademark Registration No. 5,222,732. (“MR. BANANA trademark”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that FOT’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the MR. BANANA trademark or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine FOT Product or not authorized by FOT to be sold in connection with the MR. BANANA trademark and
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine MR. BANANA Product or any other product produced by FOT, that is not FOT's or not produced under the authorization, control or supervision of FOT and approved by FOT for sale under the MR. BANANA trademark;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of FOT, or are sponsored by, approved by, or otherwise connected with FOT;
 - d. further infringing the MR. BANANA trademark and damaging FOT's goodwill;
 - e. otherwise competing unfairly with FOT in any manner;
 - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for FOT, nor authorized by FOT to be sold or offered for sale, and which bear any of the MR. BANANA trademark or any reproductions, counterfeit copies or colorable imitations thereof;

- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the online marketplace accounts or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
 - h. operating and/or hosting websites by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the MR. BANANA trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine FOT Product or not authorized by FOT to be sold in connection with the MR. BANANA trademark.
- 2. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon or Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, “Alibaba”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo shall within three (3) business days of receipt of this Order:
 - a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the MR. BANANA trademark, including any accounts associated with the Defaulting Defendants listed on First Amended Schedule A attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the MR. BANANA trademark; and
 - c. take all steps necessary to prevent links to the Defendant identified on First Amended Schedule A from displaying in search results.

3. Pursuant to 15 U.S.C. § 1117(c)(2), FOT is awarded statutory damages from each of the Defaulting Defendants in the amount of two hundred thousand dollars (\$200,000) for willful use of counterfeit MR. BANANA trademark on products sold through at least the Defendant Internet Stores.
4. Western Union shall, within two (2) business days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified on First Amended Schedule A.
5. PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. (“Alipay”), Alibaba Group Holding Limited (“Alibaba”), and Huguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHGate”), shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ online marketplace accounts or Defaulting Defendants’ websites identified on First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.
6. All monies currently restrained in Defaulting Defendants’ financial accounts, including monies held by PayPal, WISH, Amazon, Alipay, Alibaba and DHGate, are hereby released to FOT as partial payment of the above-identified damages, and PayPal, WISH, Amazon, Alipay, Alibaba and DHGate is ordered to release to FOT the amounts from Defaulting Defendants’ PayPal, WISH, Amazon, Alipay, Alibaba and DHGate accounts within ten (10) business days of receipt of this Order.
7. Until FOT has recovered full payment of monies owed to it by any Defaulting Defendant, FOT shall have the ongoing authority to serve this Order on PayPal, WISH, Amazon, Alipay, Alibaba and DHGate in the event that any new PayPal, WISH, Amazon, Alipay,

Alibaba and DHGate accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, PayPal, WISH, Amazon, Alipay, Alibaba and DHGate shall within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites, including, but not limited to, any PayPal, WISH, Amazon, Alipay, Alibaba and DHGate accounts;
 - b. Restrain and enjoin such accounts or funds that are Asia based from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' PayPal, WISH, Amazon, Alipay, Alibaba and DHGate accounts to FOT as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff's MR. BANANA trademark.
8. Until FOT has recovered full payment of monies owed to it by any Defaulting Defendant, FOT shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:

- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to FOT as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
 - d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff's MR. BANANA trademark.
9. In the event that FOT identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, FOT may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 2 to the Declaration of Eric Hebert and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

This is a Final Judgment.

Dated: August 28, 2020

A handwritten signature in black ink, appearing to be "JL Alonso", enclosed within a large, hand-drawn oval.

Jorge L. Alonso
United States District Court Judge

FIRST AMENDED SCHEDULE A

No.	DEFENDANTS
1	Yiwu Anbai Trading Co., Ltd.
2	Shenzhen Annfly Technology Co., Ltd.
3	
4	Shenzhen Renhua Technology Co., Ltd.
5	
6	
7	Makebestl
8	
9	Helenchan89
10	Tinalt
11	Cngreenwing
12	Ytf2015
13	
14	
15	Tooyaa Kitchenhome
16	Tina316
17	Knowdo
18	Tooyaa
19	
20	Kidstoy6
21	
22	
23	
24	
25	
26	
27	Kitchenpartygift
28	Qxiao
29	